IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FLORENCE SUCHOMSKI, Plaintiff v. THE HARTFORD LIFE INSURANCE COMPANY, and DRESS BARN INCORPORATED GROUP LONG TERM DISABILITY PLAN Defendants.	)	No. FILED: MAY 16, 2008 08 cv 2880 JH JUDGE ANDERSEN MAGISTRATE JUDGE NOLAN

COMPLAINT

Now comes the plaintiff, FLORENCE SUCHOMSKI, by her attorneys, MARK D. DeBOFSKY and DALEY, DeBOFSKY & BRYANT, and complaining against the defendants, she states:

Jurisdiction and Venue

1. Jurisdiction of the court is based upon the Employee Retirement Income Security Act of 1974 (ERISA); and in particular, 29 U.S.C. §§1132(e)(1) and 1132(f). Those provisions give the district courts jurisdiction to hear civil actions brought to recover benefits due under the terms of an employee welfare benefit plan which, in this case, consists of a group long term disability insurance plan named Dress Barn Incorporated Group Long Term Disability Plan ("Plan") underwritten by The Hartford Life Insurance Company ("Hartford") for the benefit of employees of Dress Barn, Inc. In addition, this action may be brought before this court pursuant to 28 U.S.C. §1331, which gives the district court jurisdiction over actions that arise under the laws of the United States.

2. The ERISA statute provides at 29 U.S.C. §1133 a mechanism for administrative or internal appeal of benefit denials. Those avenues of appeals have been exhausted.

3. Venue is proper in the Northern District of Illinois. 29 U.S.C. §1132(e)(2), 28 U.S.C. §1391.

Nature of the Action

4. This is a claim seeking an award to plaintiff of disability income benefits pursuant to a policy of insurance underwritten by Hartford to provide Long Term Disability Insurance Benefits under a plan titled, "Dress Barn Incorporated Group Long Term Disability Plan" ("Plan") to employees of Dress Barn on account of disability (A true and correct copy of the applicable policy of insurance is attached to plaintiff's complaint and by that reference incorporated herein as Exhibit "A"). This action is brought pursuant to §502(a)(1)(B) of ERISA (29 U.S.C. §1132(a)(1)(B)).

The Parties

5. Florence Suchomski ("Suchomski")(Policy No. GLT 674081) is and was a resident of Champaign, Illinois,

6. Hartford is the underwriter of disability insurance coverage applicable to this action and was, at all times relevant hereto, acting as de facto, if not actual, plan administrator for the Group Long Term Disability Plan. At all times relevant hereto, the Plan and Hartford were administering and paying welfare benefits throughout the United States and within the Northern District of Illinois.

7. At all times relevant hereto, the Plan constituted an "employee welfare benefit plan" as defined by 29 U.S.C. §1002(1); and incident to her employment, Suchomski received

coverage under the Plan as a "participant" as defined by 29 U.S.C. §1002(7). This claim relates to benefits under the foregoing Plan.

Statement of Facts

8. Suchomski, age 51 (dob 6/xx/56), was employed by Dress Barn, Inc. as District Store Manager and was in active employment until December 9, 2002, when she had to cease working due to a number major medical problems affecting disparate bodily systems, which included fibromyalgia and degenerative joint disease. Due to her medical condition, Suchomksi has been unable to perform the material duties of her occupation since December 9, 2002.

9. Subsequent to ceasing her employment, Suchomski made a claim for benefits under the Plan, stating that she was entitled to receipt of disability benefits and waiver of premium for life insurance benefits based on meeting the Plan definition of disability.

10. Suchomski supported her claim for benefits with numerous medical records and reports, as well as other evidence, including objective medical evidence, certifying and establishing her disability and which would have entitled her to benefits payable per month commencing on March 10, 2003, and continuing until Plaintiff reached the age of 66 and 4 months, so long as she remained disabled.

11. Suchomski's claim for disability benefits was initially approved, but in a letter dated December 29, 2004, Hartford terminated benefits as of December 31, 2004.

12. Suchomski appealed the termination in accordance with Hartford's requirements in compliance with ERISA.

13. On September 14, 2005, Hartford reinstated Suchomski's benefits; however, Hartford asserted that Suchomski's disability was due to psychological limitations that would prevent her from performing the duties of her own occupation.

14. The Plan provides:

> **Disability or Disabled** means that during the Elimination Period and for the next 24 months you are prevented by:
> 1. accidental bodily injury;
> 2. sickness;
> 3. Mental Illness;
> 4. Substance Abuse; or
> 5. pregnancy,
>
> from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are no more than 80% of your Indexed Pre-disability Earnings.
>
> After that, you must be so prevented from performing one or more of the Essential Duties of Any Occupation….
> (See Exhibit A, p. 14).
>
> **Essential Duty** means a duty that:
> 1. is substantial, not incidental;
> 2. is fundamental or inherent to the occupation; and
> 3. can not be reasonably omitted or changed.
> (Id.)
>
> **Any Occupation** means an occupation for which you are qualified by education, training or experience, and that has an earnings potential greater than an amount equal to the lesser of the product of your Indexed Pre-disability Earnings and the Benefit Percentage and the Maximum Monthly Benefit shown in the Schedule of Insurance.
> (Id. at 13)
>
> MENTAL ILLNESS AND SUBSTANCE ABUSE BENEFITS
> Are benefits limited for Mental Illness and Substance Abuse?
> If you are Disabled because of:
> 1. Mental Illness that results from any cause;
> 2. any condition that may result from Mental Illness;…
>
> Then, subject to all other Policy provisions, benefits will be payable:
> 1. only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or

2. when you are not so confined, a total of 24 months for all such Disabilities for your lifetime.

(Id. at 5)

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

(Id. at 15)

15. Based on finding sufficient psychological limitations to warrant reinstatement of disability payments; Hartford overturned its prior determination to deny benefits in a letter dated September 14, 2005, but indicated benefits were to be payable only for a maximum of 24 months beginning on January 1, 2005 due to the mental/nervous policy limit of 24 months. Despite the foregoing Hartford denied that Suchomski was independently disabled on account of her physical impairments.

16. At that time, Suchomski was paid in a single lump sum check all accrued benefits ($29,908.50) which was represented to be payment for 60% of Suchomski's earnings that had accrued.

17. On January 3, 2007, Hartford extended the benefits payable date through February 15, 2007 due to a podiatric surgical procedure Suchomski underwent.

18. Following Hartford's refusal to acknowledge a physical disability and pay ongoing benefits, Suchomski appealed that determination, and her claim for physical disability was later further supported by a determination of "disabled" by the Social Security Administration (under sections 216(i) and (223(d) of the Social Security Act), along with numerous medical records and reports from treating and examining doctors and medical personnel. Despite the consistency of the evidence submitted on Suchomski's behalf, and in the absence of any contrary medical examination results or other valid evidence, and worsening of her orthopedic condition resulting in bilateral knee

replacement in 2007, Hartford refused to alter its decision to deny the payment of benefits based on her physical disability in the final denial letter dated November 15, 2007.

19. Since the onset of her period of disability, Suchomski has continuously met the definition of "disabled" as quoted in paragraph 14, above; and she has been under the continuous care of treating physicians who have certified her disability due to physical impairments, and reported to defendant that she has met the Plan definition of "Disabled" since her alleged onset of December 9, 2002.

20. As a direct and proximate result thereof, based on the evidence submitted to Hartford establishing that Suchomski has met the Plan's disability definitions for a physical disability, and that she continues to meet the definition of Disabled, Suchomski is entitled to benefits since February 16, 2007, and such benefits must be continued until she recovers from disability, dies, or reaches the age of 66 and 4 months, whichever comes first.

WHEREFORE, plaintiff prays for the following relief:

A. That the court enter judgment in plaintiff's favor and against the defendant and that the court order the defendant to pay disability income benefits to Suchomski in an amount equal to the contractual amount of benefits to which she is entitled;

B. That the court order the defendant to pay plaintiff prejudgment interest at a rate of 9% per annum on all benefits that have accrued prior to the date of judgment in accordance with 215 ILCS 5/357.9;

C. That the court order defendant to continue paying plaintiff benefits so long as she meets the policy terms and conditions for receipt of benefits;

D. That the court award plaintiff attorney's fees pursuant to 29 U.S.C. §1132(g); and

E. That plaintiff recovers any and all other relief which she may be entitled, as well as the costs of suit.

Dated: May 16, 2008

Respectfully Submitted,

/s/Mark D. DeBofsky
Mark D. DeBofsky

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JUDGE ANDERSEN
MAGISTRATE JUDGE NOLAN

GROUP BENEFIT PLAN

DRESS BARN, INC.

Long Term Disability

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Group Long Term Disability Benefits

PS-M-90

HARTFORD LIFE INSURANCE COMPANY
Hartford, Connecticut
(Herein called Hartford Life)

CERTIFICATE OF INSURANCE
Under
The Group Insurance Policy
as of the Effective Date
Issued by
HARTFORD LIFE
to
The Policyholder

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the associates of the Policyholder who:
- are eligible for the insurance;
- become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an associate's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

Christine Hayer Repasy, *Secretary*

Thomas M. Marra, *President*

SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder:	DRESS BARN, INC.
Group Insurance Policy:	GLT-674081
Plan Effective Date:	August 1, 2001

This plan of Disability Insurance provides you with loss of income protection if you become disabled from a covered accidental bodily injury, sickness or pregnancy.

Must you contribute toward the cost of coverage?
You must contribute toward the cost of coverage.

Who is eligible for coverage?

Eligible Class(es):	(Please see Your Booklet-certificate endorsement.)
Full-time Associates:	30 hours weekly
Maximum Monthly Benefit:	(Please see Your Booklet-certificate endorsement.)
Minimum Monthly Benefit:	$100
Benefit Percentage:	60%

When will You become eligible? (Eligibility Waiting Period)
(Please see Your Booklet-certificate endorsement.)

MAXIMUM DURATION OF BENEFITS TABLE

(Please see Your Booklet-certificate endorsement.)

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?
All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will you become eligible?
You will become eligible for coverage on either:
1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. the date on which you complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

How do you enroll?
To enroll you must:
1. complete and sign a group insurance enrollment form which is satisfactory to us; and
2. deliver it to the Employer.

If you do not enroll within 60 days after becoming eligible, you must submit Evidence of Insurability satisfactory to us.

What is Evidence of Insurability?
If you are required to submit Evidence of Insurability, you must:
1. complete and sign a health and medical history form provided by us;
2. submit to a medical examination, if requested;
3. provide any additional information and attending physicians' statements that we may require; and
4. furnish all such evidence at your own expense.

We will then determine if you are insurable under the plan.

WHEN COVERAGE STARTS

When does your coverage start?
If you must contribute towards the plan's cost, your coverage will start on the date determined below:
1. the date you become eligible, if you enroll or have enrolled by then;
2. the date on which you enroll, if you do so within 60 days after the date you become eligible to do so; or
3. the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability.

DEFERRED EFFECTIVE DATE

When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?
If you are absent from work due to:
1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date your insurance or increase in coverage would otherwise have become effective, your effective date will be deferred. Your insurance, or increase in coverage will not become effective until you are Actively at Work for one full day.

CHANGES IN COVERAGE

Do coverage amounts change if there is a change in your class or your rate of pay?
Your coverage may increase or decrease on the date there is a change in your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date you:
1. are an Active Full-time Associate; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until you are Actively at Work for one full day.

No change in your Rate of Basic Earnings will become effective until the date we receive notice of the change.

What happens if the Employer changes the plan?
Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the following limitations on an increase:
1. the Deferred Effective Date provision; and
2. Pre-existing Conditions Limitations.

BENEFITS

When do benefits become payable?
You will be paid a monthly benefit if:
1. you become Disabled while insured under this plan;
2. you are Disabled throughout the Elimination Period;
3. you remain Disabled beyond the Elimination Period;
4. you are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. you submit Proof of Loss satisfactory to us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

When will benefit payments terminate?
We will terminate benefit payment on the first to occur of:
1. the date you are no longer Disabled as defined;
2. the date you fail to furnish Proof of Loss, when requested by us;
3. the date you are no longer under the Regular Care of a Physician, or refuse our request that you submit to an examination by a Physician;
4. the date you die;
5. the date your Current Monthly Earnings exceed:
   a) 80% of your Indexed Pre-disability Earnings if you are receiving benefits for being Disabled from Your Occupation;
   b) an amount that is equal to the product of your Indexed Pre-disability Earnings and the Benefit Percentage if you are receiving benefits for being Disabled from Any Occupation;
6. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
7. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
8. the date you refuse to participate in a Rehabilitation program or, refuse to cooperate with or try:
   a) modifications made to the work site or job process to accommodate your identified medical limitations to enable you to perform the Essential Duties of Your Occupation;
   b) adaptive equipment or devices designed to accommodate your identified medical limitations to enable you to perform the Essential Duties of Your Occupation;
   c) modifications made to the work site or job process to accommodate your identified medical limitations to enable you to perform the Essential Duties of Any Occupation, if you were receiving benefits for being disabled from Any Occupation; or
   d) adaptive equipment or devices designed to accommodate your identified medical limitations to enable you to perform the Essential Duties of Any Occupation, if you were receiving benefits for being disabled from Any Occupation,

   provided a qualified Physician agrees that such modifications, Rehabilitation program or adaptive equipment accommodate your medical limitation; or
9. the date you refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

MENTAL ILLNESS AND SUBSTANCE ABUSE BENEFITS

Are benefits limited for Mental Illness or Substance Abuse?
If you are Disabled because of:
1. Mental Illness that results from any cause;
2. any condition that may result from Mental Illness;
3. alcoholism; or
4. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance,

then, subject to all other Policy provisions, benefits will be payable:
1. only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2. when you are not so confined, a total of 24 months for all such Disabilities during your lifetime.

RECURRENT DISABILITY

(Please see Your Booklet-certificate endorsement.)

CALCULATION OF MONTHLY BENEFIT

How are Disability benefits calculated?

Return to Work Incentive
If you remain Disabled after the Elimination Period, but work while you are Disabled, we will determine your Monthly Benefit for a period of up to 12 consecutive months as follows:
1. multiply your Pre-Disability Earnings by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

Current Monthly Earnings will not be used to reduce your Monthly Benefit. However, if the sum of your Monthly Benefit and your Current Monthly Earnings exceeds 100% of your Pre-disability Earnings, we will reduce your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:
1. the day you first start such work; or
2. the end of the Elimination Period.

If you are Disabled and not receiving benefits under the Return to Work Incentive, we will calculate your Monthly Benefit as follows:
1. multiply your Monthly Income Loss by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

The result is your Monthly Benefit.

What happens if the sum of the Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Pre-disability Earnings?
We will reduce your Monthly Benefit by the amount of the excess.

Minimum Monthly Benefit
Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

How is the benefit calculated for a period of less than a month?
If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

Benefit Percentages and Maximum Benefits are shown in the Schedule of Insurance.

REHABILITATION

What is Rehabilitation?
Rehabilitation is a process of working together to plan, adapt, and put into use options and services to meet your return to work needs.

A Rehabilitation program may include, when we consider it to be appropriate, any necessary and feasible:
1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
   a) support groups;
   b) physical therapy;
   c) occupational therapy; and
   d) speech therapy;
4. work-place modification to the extent not otherwise provided; and
5. job placement,

and similar services.

FAMILY CARE CREDIT BENEFIT

What if you must incur expenses for Family Care Services in order to participate in a Rehabilitative program?
If you are working as part of a program of Rehabilitative Employment, we will, for the purpose of calculating your benefit, deduct the cost of Family Care from earnings received from a Rehabilitative program, subject to the following limitations:
1. Family Care means the care or supervision of:
   a) your children under age 13; or
   b) a member of your household who is mentally or physically handicapped and dependent upon you for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
   a) $350 during the first 12 months of Rehabilitative Employment; and
   b) $175 thereafter,
   c) but in no event may the deduction exceed the amount of your monthly earnings;
3. Family Care Credits may not exceed a total of $2,500 during a calendar year;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. the credit will cease on the first to occur of the following:
   a) you are no longer in a Rehabilitative program; or
   b) Family Care Credits for 24 months have been deducted during your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your Current Monthly Earnings after the deduction of your Family Care Credit will be used to determine your Monthly Income Loss. In no event will you be eligible to receive a Monthly Benefit under the plan if your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of your Indexed Pre-disability Earnings.

SURVIVOR INCOME BENEFIT

Will your survivors receive a benefit if you should die while receiving Disability Benefits?
If you die while receiving benefits under this plan, a Survivor Benefit will be payable to:
1. your surviving Spouse;
2. your surviving Child(ren), in equal shares, if there is no surviving Spouse; or
3. your estate, if there is no surviving Spouse or Child.

If a minor Child is entitled to benefits, we may, at our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit is one payment of an amount that is 3 times the lesser of:
1. your Monthly Income Loss multiplied by the Benefit Percentage; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance.

The following terms apply to this Benefit:
1. "Spouse" means your wife or husband who:
   a) is mentally competent; and
   b) was not legally separated from you at the time of your death; and
2. "Child" means your son or daughter under age 25 who is dependent on you for financial support.

PRE-EXISTING CONDITIONS LIMITATIONS

(Please see Your Booklet-certificate endorsement.)

CONTINUITY FROM A PRIOR PLAN

Is there continuity of coverage from a Prior Plan?
If you were:
1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you were covered under a Prior Plan within 60 days prior to the date your coverage under this Plan takes effect, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:
1. the date your coverage under the Plan takes effect, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:
1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:
1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:
1. you returned to work as an Active Full-time Associate before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

Prior Plan, for the purpose of this provision, means an employer-provided disability benefit arrangement or group or blanket long term disability insurance carried by the Employer on the day before the Plan Effective Date.

EXCLUSIONS

What Disabilities are not covered?
The plan does not cover, and no benefit shall be paid for any Disability:
1. unless you are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);
3. caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation; or
4. caused or contributed to by an intentionally self-inflicted injury.

If you are receiving or are eligible for benefits for a Disability under a prior disability plan that:
1. was sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

TERMINATION

When does your coverage terminate?
You will cease to be covered on the earliest to occur of the following dates:
1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution;
5. the date you cease to be an Active Full-time Associate in an eligible class including:
   a) temporary layoff;
   b) leave of absence; or
   c) a general work stoppage (including a strike or lockout); or
6. the date your Employer ceases to be a Participant Employer, if applicable.

May coverage be continued during a leave of absence?
If you are granted a leave of absence, the Employer may continue your insurance for 3 month(s) following the month coverage would have terminated subject to the following:
1. the leave authorization is in writing or is documented as a leave for military purposes;
2. the required premium must be paid;
3. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
   a) the leave terminates prior to the agreed upon date;
   b) the termination of the Group Insurance Policy;
   c) non-payment of premium when due by the Policyholder or you;
   d) the Group Insurance Policy no longer insures your class; or
   e) your Employer ceases to be a Participant Employer, if applicable.

Does your coverage continue if your employment terminates because you are Disabled?
If you are Disabled and you cease to be an Active Full-time Associate, your insurance will be continued:
1. during the Elimination Period while you remain Disabled by the same Disability; and
2. after the Elimination Period for as long as you are entitled to benefits under the Policy.

Must premiums be paid during a Disability?
No premium will be due for you:
1. after the Elimination Period; and
2. for as long as benefits are payable.

Do benefits continue if the plan terminates?
If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:
1. will continue as long as you remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

May coverage be continued during a family or medical leave?
If you are granted a leave of absence according to the Family and Medical Leave Act of 1993, your Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:
1. the leave authorization must be in writing;
2. the required premium for you must be paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
   a) the leave terminates prior to the agreed upon date;
   b) the termination of the Group Insurance Policy;
   c) non-payment of premium when due by the Policyholder or you;
   d) the Group Insurance Policy no longer insures your class; or
   e) your Employer ceases to be a Participant Employer, if applicable.

CONVERSION PRIVILEGE

Under what conditions can your Long Term Disability Coverage be converted to another plan?
If your insurance terminates because:
1. your employment ends for a reason other than your retirement; or
2. you are no longer in an eligible class,

and if:
1. you have been continuously insured for at least 12 consecutive months under this plan or under this plan and the Prior Plan;
2. you are under the Limiting Age, if any is shown in the Schedule of Insurance;
3. a Disability is not preventing you from performing duties of Your Occupation;
4. the insurance for your class or the plan has not terminated;
5. you are not eligible for coverage under the plan under another class; and
6. you are not eligible or covered for similar benefits under another group plan or an individual policy,

then you are eligible to enroll for personal insurance under another group policy called the Group Long Term Disability Conversion Policy.

Prior Plan, as used in this Conversion Privilege provision, means the plan of group long term disability insurance that was provided or sponsored by the Employer and terminated on the day before the Plan Effective Date.

How to convert
To obtain coverage under the Group Long Term Disability Conversion Policy, the following must be done within 31 days of the termination of group insurance:
1. a written enrollment request must be made to us; and
2. the required premium and enrollment fee for the conversion policy must be paid.

If the preceding conditions are met, we will issue to you a certificate of insurance under the Group Long Term Disability Conversion Policy. Such coverage will:
1. be issued without medical evidence of insurability;
2. be on one of the forms then being issued by us for conversion purposes; and
3. be effective on the day following the date your insurance under this plan terminates.

The coverage available under the conversion policy may differ from this plan. The terms of the Group Long Term Disability Conversion Policy, including:
1. the type and amount of coverage provided; and
2. the premium payable,

will be determined by the kinds of insurance being provided by the Group Long Term Disability Conversion Policy at the time such enrollment request is made.

GENERAL PROVISIONS

What happens if facts are misstated?
If material facts about you were not stated accurately:
1. your premium may be adjusted; and
2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

When should we be notified of a claim?
You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number.

Are special forms required to file a claim?
When we receive a notice of claim, you will be sent forms for providing us with Proof of Loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

What is Proof of Loss?
Proof of Loss may include but is not limited to the following:
1. documentation of:
   a) the date your Disability began;
   b) the cause of your Disability;
   c) the prognosis of your Disability;
   d) your Earnings or income, including but not limited to copies of your filed and signed federal and state tax returns; and
   e) evidence that you are under the Regular Care of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
3. the names and addresses of all:
   a) Physicians and practitioners of healing arts you have seen or consulted;
   b) hospitals or other medical facilities in which you have been seen or treated; and
   c) pharmacies which have filled your prescriptions within the past three years;
4. your signed authorization for us to obtain and release:
   a) medical, employment and financial information; and

b) any other information we may reasonably require;
5. your signed statement identifying all Other Income Benefits; and
6. proof that you and your dependents have applied for all Other Income Benefits which are available. You will not be required to claim any retirement benefits which you may only get on a reduced basis.

All proof submitted must be satisfactory to us.

When must Proof of Loss be given?
Written Proof of Loss must be sent to us within 30 days after the start of the period for which we owe payment. We may require, at reasonable intervals, additional written Proofs of Loss throughout your Disability. If proof is not given by the time it is due, it will not affect the claim if:
1. it was not possible to give proof within the required time; and
2. Proof of Loss is given as soon as possible.

When must one apply for Social Security Benefits?
You will be required to apply for Social Security disability benefits when the duration of your Disability meets the minimum duration required to apply for such benefits. If the Social Security Administration denies your eligibility for benefits, you will be required:
1. to follow the process established by the Social Security Administration to reconsider the denial; and
2. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

What additional Proof of Loss are we entitled to?
We may have you examined to determine if you are Disabled. Any such examination will be:
1. at our expense; and
2. as reasonably required by us.

Who gets the benefit payments?
All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, a person who is a minor or a person who is not legally competent, then we may pay up to $1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

When are payment checks issued?
When we determine that you are Disabled and eligible to receive benefits, we will pay accrued benefits at the end of each month that you are Disabled. We may, at our option, make an advance benefit payment based on our estimated duration of your Disability. If any payment is due after a claim is terminated, it will be paid as soon as satisfactory Proof of Loss is received.

What notification will you receive if your claim is denied?
If a claim for benefits is wholly or partly denied, you will be furnished with written notification of the decision. This written decision will:
1. give the specific reason(s) for the denial;
2. make specific reference to the Policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

What recourse do you have if your claim is denied?
On any claim, you or your representative may appeal to us for a full and fair review. You may:
1. request a review upon written application within 180 days of the claim denial;
2. request copies of all documents, records, and other information relevant to your claim; and
3. submit written comments, documents, records and other information relating to your claim.

We will make a decision no more than 45 days after we receive your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If your appeal requires extension, we will make our decision no more than 90 days after we receive your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

When can legal action be started?
Legal action cannot be taken against us:
1. sooner than 60 days after due Proof of Loss has been furnished; or
2. three years after the time written Proof of Loss is required to be furnished according to the terms of the Policy (five years in Kansas; six years in South Carolina).

What happens if benefits are overpaid?
An overpayment occurs when it is determined that the total amount we have paid in benefits is more than the amount that was due to you under the plan. This includes, but is not limited to, overpayments resulting from:
1. retroactive awards of Other Income Benefits;
2. failure to report, or late notification to us of Other Income Benefits or earned income;
3. misstatement; or
4. an error we may make.

We have the right to recover from you any amount that is an overpayment of benefits under this plan. You must refund to us the overpaid amount. We may also, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

What are our subrogation rights?
If an Insured Person:
1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights the Insured Person may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

How do we deal with fraud?
Insurance Fraud occurs when you and/or your Employer, with the intent to injure, defraud or deceive us, provides us with false information or files a claim for benefits that contains any false, incomplete or misleading information. It is a crime if you and/or your Employer commit Insurance Fraud. We will use all means available to us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if you and/or your Employer perpetrates Insurance Fraud.

Who interprets policy terms and conditions?
We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

DEFINITIONS

The terms listed will have these meanings.

Actively at Work
You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

Active Full-time Associate means an associate who works for the Employer on a regular basis in the usual course of the Employer's business. The associate must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance.

Any Occupation means an occupation for which you are qualified by education, training or experience, and that has an earnings potential greater than an amount equal to the lesser of the product of your Indexed Pre-disability Earnings and the Benefit Percentage and the Maximum Monthly Benefit shown in the Schedule of Insurance.

Current Monthly Earnings means the monthly earnings you receive from:
1. the Employer while Disabled;
2. other employment.

However, if the other employment is a job you held in addition to Active Full-time Employment with the Employer, then:
1. during the Elimination Period, and while eligible to receive benefits for being Disabled from Your Occupation;
2. any earnings from this other employment will be Current Monthly Earnings only to the extent that such earnings exceed the average monthly earnings you were receiving from this other job during the 6 month period immediately prior to becoming Disabled.

Current Monthly Earnings will also include the amount of pay for another or modified job position, which may be offered to you by the Employer or other employer, if you refuse the offer. The requirements of such position must be within your capabilities as described by your Physician, and consistent with your education, training and experience.

Disability or Disabled means that during the Elimination Period and for the next 24 months you are prevented by:
1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy,

from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are no more than 80% of your Indexed Pre-disability Earnings.

After that, you must be so prevented from performing one or more of the Essential Duties of Any Occupation.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation does not alone mean that you are Disabled.

Employer means the Policyholder.

Essential Duty means a duty that:
1. is substantial, not incidental;
2. is fundamental or inherent to the occupation; and
3. can not be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty.

Indexed Pre-disability Earnings when used in this policy means your Pre-disability Earnings adjusted annually by adding the lesser of:
1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after you have been Disabled for 12 consecutive months, and if you are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

Monthly Benefit means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

Monthly Income Loss is the difference of your Pre-disability Earnings less your Current Monthly Earnings.

Monthly Rate of Basic Earnings means your regular monthly rate of pay from the Employer just prior to the date you become Disabled:

1. including contributions you make through a salary reduction agreement with the Employer to:
   a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
   b) an executive non qualified deferred compensation arrangement; or
   c) a salary reduction arrangement under an IRC Section 125 plan; and
2. not including bonuses, commissions, overtime pay or expense reimbursements for the same period as above.

Other Income Benefits mean the amount of any benefit for loss of income, provided to you or to your family, or to a third party on your behalf, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits provided by:

1. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, or as a result of employment by or association with the Employer or as a result of membership in or association with any group, association, union or other organization;
4. mandatory "no-fault" automobile insurance plan;
5. disability benefits under:
   a) the United States Social Security Act or alternative plan offered by a state or municipal government;
   b) the Railroad Retirement Act;
   c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
   d) similar plan or act that you, your spouse and children are eligible to receive because of your Disability; or
6. disability benefit from the Veteran's Administration, or any other foreign or domestic governmental agency:
   a) that begins after you become Disabled; or
   b) if you were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to your Disability.

Other Income Benefits also mean any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges of such benefits;
3. retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
   a) you were receiving it prior to becoming Disabled; or
   b) you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

   Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions; or
4. retirement benefits under:
   a) the United States Social Security Act or alternative plan offered by a state or municipal government;
   b) the Railroad Retirement Act;
   c) the Canada Pension Plan, the Canada Old Age Security Act; the Quebec Pension Plan or any provincial pension or disability plan; or
   d) similar plan or act that you, your spouse and children receive because of your retirement, unless you were receiving them prior to becoming Disabled.

If you are paid Other Income Benefits in a lump sum or settlement, you must provide proof satisfactory to us of:
1. the amount attributed to loss of income; and
2. the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If you cannot or do not provide this information, we will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of your claim. Please see the provision entitled, What happens if benefits are overpaid?

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:
1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:
1. a doctor of medicine, osteopathy, psychology or other healing art recognized by us;
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

Pre-disability Earnings means your Monthly Rate of Basic Earnings in effect on the day before you became Disabled.

Prior Plan means the long term disability insurance carried by the Employer on the day before the Plan Effective Date.

Regular Care of a Physician means you are attended by a Physician, who is not related to you:
1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
   a) consistent with the diagnosis of the disabling condition;
   b) according to guidelines established by medical, research and rehabilitative organizations; and
   c) administered as often as needed,

   to achieve the maximum medical improvement.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions. It does not include:
1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan or 403(b) plan.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:
1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

We, us or **our** means the Hartford Life Insurance Company.

You, your, Insured Person means the Insured Person to whom this Booklet-certificate is issued.

Your Occupation, if used in this Booklet-certificate, means your occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job you are performing for a specific employer or at a specific location.

STATUTORY PROVISIONS

ARKANSAS

The following provisions are applicable to residents of Arkansas and are included to bring your Booklet-certificate into conformity with Arkansas state law.

1. Insurer Information Notice

Any questions regarding the plan may be directed to The Hartford Insurance Group Sales Office indicated below:

The Hartford
2 Park Avenue, 7th Floor
New York, New York 10016

Telephone: 1-877-667-9771

If the question is not resolved, you may contact the Arkansas Insurance Department:

Arkansas Insurance Department
Consumer Services Division
1200 West third Street
Little Rock, Arkansas 72201-1904

Telephone: 1-800-852-5494

This notice is for information only and does not become a condition of the plan.

MASSACHUSETTS

The following provision is applicable to residents of Massachusetts and is included to bring your Booklet-certificate into conformity with Massachusetts state law.

Continuation

The following is added to the Termination section of your booklet.

Does your coverage continue if your employment terminates or you cease to be a member of an eligible class?
If your insurance terminates because your employment terminates or you cease to be a member of an eligible class, your insurance will automatically be continued until the end of a 31 day period from the date your insurance terminates or the date you become eligible for similar benefits under another group plan, whichever occurs first.

If your insurance terminates because your employment is terminated as a result of a plant closing or covered partial closing, your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

1. 90 days from the date you were no longer eligible for coverage as an Active Full-time Associate;
2. the date you become eligible for similar benefits under another group plan;
3. the last day of the period for which required premium is made;
4. the date the Group Insurance Policy terminates;
5. the date your Employer ceases to be a Participant Employer, if applicable.

Continued coverage is subject to all other applicable terms and conditions of the policy.

MINNESOTA

The following provision is applicable to residents of Minnesota and is included to bring your Booklet-certificate into conformity with Minnesota state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

MISSOURI

The following provision is applicable to residents of Missouri and is included to bring your Booklet-certificate into conformity with Missouri state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

NEW HAMPSHIRE

The following provision is applicable to residents of New Hampshire and is included to bring your Booklet-certificate into conformity with New Hampshire state law.

If you have a question regarding a claim, you or the policyholder may call Hartford Life at 1-800-752-9713. When calling, please give us the following information:
1. the policy number; and
2. the name of the policyholder (employer or organization) as shown in this Booklet-certificate.

This notice is for your information only and does not become a condition of this Booklet-certificate.

NEW JERSEY

The following provision is applicable to residents of New Jersey and is included to bring your Booklet-certificate into conformity with New Jersey state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

NORTH CAROLINA

The following provisions are applicable to residents of North Carolina and are included to bring your Booklet-certificate into conformity with North Carolina state law.

1. Other Income Benefits Definition

With respect to the definition of Other Income Benefits which appears in the Definitions section of your Booklet-certificate, the following item does not apply to you.

The item in the first paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

2. Regular Care and Attendance by a Physician

The following paragraph is added to the provision entitled "When do benefits become payable" appearing in the Disability Benefits section of your Booklet-certificate.

Regular care by a physician will cease to be required, if in the opinion of qualified medical professionals, further medical care and treatment would be of no benefit to you.

3. Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

4. Notification

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

When should we be notified of a claim?
You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number. The notice should be sent to the Hartford Life and Accident Insurance Company, Hartford Plaza, Hartford, Connecticut 06115, or to the Employer, or an authorized agent of Hartford Life.

OKLAHOMA

The following provision is applicable to residents of Oklahoma and is included to bring your Booklet-certificate into conformity with Oklahoma state law.

Fraud Warning

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of insurance fraud.

PENNSYLVANIA

The following provision is applicable to residents of Pennsylvania and is included to bring your Booklet-certificate into conformity with Pennsylvania state law.

Other Income Benefits Definition Amended

The item in the first paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

TEXAS

The following provisions are applicable to residents of Texas and are included to bring your Booklet-certificate into conformity with Texas state law.

1. Workers' Compensation Notice

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

2. Insurer Information Notice

IMPORTANT NOTICE

To obtain information or make a Complaint:

You may call Hartford Life's toll-free telephone number for information or to make a complaint at:

1-800-752-9713 if about a claim
1-800-428-5711 if not about a claim

You may also write to
Hartford Life
P.O. Box 2999
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512)475-1771

AVISO IMPORTANTE

Para Obtener Informacion O Para Someter Una Queja:

Usted puede llamar al numero de telefono gratis de Hartford's para informacion o para de someter una queja al:

1-800-752-9713 ascerca de un reclamo
1-800-428-5711 para una queja

Usted tambien puede escribir a
Hartford
P.O. Box 2999
Hartford, CT 06104-2999

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al
Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512)475-1771

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Hartford Life first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con el (la compania) Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

VERMONT

The following provision is applicable to residents of Vermont and is included to bring your Booklet-certificate into conformity with Vermont state law.

Where To Call With Claim Questions

If you have a question about a claim, you may call Hartford Life at the following toll-free telephone number: 1-800-531-5855.

When calling, please provide the following information:
1. The policy number; and
2. The name of the policyholder (employer or organization), as shown in this Booklet-certificate's Schedule of Insurance.

VIRGINIA

The following provision is applicable to residents of Virginia and is included to bring your Booklet-certificate into conformity with Virginia state law.

Subrogation

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

WISCONSIN

The following provision is applicable to residents of Wisconsin and is included to bring your Booklet-certificate into conformity with Wisconsin state law.

Subrogation

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

What are our subrogation rights?
If an Insured Person:
1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights the Insured Person may have against the third party and may, at its option, bring legal action to recover any payments made by it in connection with the Disability. Such right may be exercised only if the Insured Person has been, or will be, fully compensated for the lost wages.

ERISA

The Following Important Notice
is Provided by Your Employer
for your Information Only.

Conforming Instrument

For the purpose of meeting certain requirements of the Employee Retirement Income Security Act of 1974, the following information and the attached Claim Procedures and Statement of ERISA Rights are provided for use with your booklet-certificate to form the Summary Plan Description.

The benefits described in your booklet are provided under a group plan by the Insurance Company and are subject to the terms and conditions of that plan.

A copy of this plan is available for your review during normal working hours in the office of the Plan Administrator.

1. **Plan Name**

   Dress Barn Incorporated Group Long Term Disability Plan

2. **Plan Number**

   506

3. **Employer/Plan Sponsor**

   DRESS BARN, INC.
   30 Dunnigan Drive
   Suffern, NY 10901

4. **Employer Identification Number**

   06-0812960

5. **Type of Plan**

   Welfare Benefit Plan providing Group Long Term Disability.

6. **Plan Administrator**
   Vice President, Human Resources
   DRESS BARN, INC.
   30 Dunnigan Drive
   Suffern, NY 10901

7. **Agent for Service of Legal Process**

For the Plan:

DRESS BARN, INC.
30 Dunnigan Drive
Suffern, NY 10901

For the Policy:

Hartford Life Insurance Company
200 Hopmeadow St.
Simsbury, CT 06089

In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator.

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8. **Sources of Contributions** -- The Employer pays the premium for the insurance, but may allocate part of the cost to the employee. The Employer determines the portion of the cost to be paid by the employee.

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9. **Type of Administration** -- The plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable group plan.

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10. The Plan and its records are kept on a Policy Year basis.

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11. **Labor Organizations**

None

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12. **Names and Addresses of Trustees**

None

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13. **Plan Amendment Procedure**

The Plan Administrator reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan, in whole or in part, at any time, without prior notice.

The Employer also reserves the right to adjust your share of the cost to continue coverage by the same procedures.

Statement of ERISA Rights

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

1. Receive Information About Your Plan and Benefits:

   a) Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

   b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

   c) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

2. Prudent Actions by Plan Fiduciaries:

   In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

3. Enforce Your Rights:

   If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

   Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

4. Assistance with Your Questions:

   If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Claim Procedures for Disability Income Insurance Plans

1. Claims for Benefits:

   If you would like to present a claim for benefits for yourself or your insured dependents, you should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) should be completed by (1) you, (2) the Employer or Administrator and (3) the Attending Physician or hospital.

   Following completion, the claim form(s) must be forwarded to the individual authorized to evaluate claims (Administrator or Insurance Company's Claim Representative). The individual authorized to evaluate claims will determine if benefits are payable and, if due, issue payment(s) to you.

   The Insurance Company will make a decision no more than 45 days after receipt of your claim. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, the Insurance Company notifies you in writing that an extension is necessary due to matters beyond the control of the plan, identifies those matters and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to our request.

   The written decision will include: 1) specific reasons for the decision, 2) specific references to the plan provisions on which the decision is based, 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, 4) a description of the review procedures and time limits applicable to such procedures, 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal, and, 6)(A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request, or (B) if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

2. Appealing Denial of Claims:

   On any wholly or partially denied claim, you or your representative may appeal to us for a full and fair review. You may:

   1. request a review upon written application within 180 days of the claim denial;
   2. request, free of charge, copies of all documents, records, and other information relevant to your claim; and
   3. submit written comments, documents, records and other information relating to your claim.

   The Insurance Company will make a decision no more than 45 days after we receive your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, the Insurance Company notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request. The written decision will include specific references to the plan provisions on which the decision is based and any other notice(s), statement(s) or information required by applicable law.

The Plan Described in this Booklet

is Insured by the

Hartford Life Insurance Company
Hartford, Connecticut

Member of The Hartford Insurance Group

674081(GLT)1 Rev. 8

Printed in U.S.A. 1-'03

HARTFORD LIFE INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: DRESS BARN, INC.

Group Policy No.: GLT-674081

Effective Date: August 1, 2001

This endorsement forms a part of Your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time Salaried Store Support Center Associates, Regional Sales Managers, District Sales Managers, Area Sales Managers, Loss Prevention Field Representatives, Salaried Regional Administrative Assistants and former hourly employees of JRL, Your Booklet-certificate shall read as follows:

1. The Eligible Class(es) appearing in the **Schedule of Insurance** of Your Booklet-certificate is amended to read as follows:

   Eligible Class(es): All Active Full-time Salaried Store Support Center Associates, Regional Sales Managers, District Sales Managers, Area Sales Managers, Loss Prevention Field Representatives, Salaried Regional Administrative Assistants and former hourly employees of JRL, who are U.S. citizens or U.S. residents, excluding temporary or seasonal Associates

2. The **Maximum Monthly Benefit** appearing in the **Schedule of Insurance** of Your Booklet-certificate is amended to read as follows:

   Maximum Monthly Benefit: $10,000

3. The **Eligibility Waiting Period** appearing in the Schedule of Insurance of Your Booklet-certificate is amended to read as follows:

   When will you become eligible? (Eligibility Waiting Period)
   You will be eligible for coverage on the first day of the month coincident with or next following the date on which You complete a waiting period of 60 days of continuous service.

   The waiting period will be reduced by the period of time You were an Active Full-time Associate with the Employer under the Prior Plan. The waiting period will be reduced by the period of time You worked as a Part-time Associate for Dress Barn. The waiting period will be reduced by the time You worked as a Contingent Associate for Dress Barn.

Christine Hayer Repasy, *Secretary*

Thomas M. Marra, *President*

HARTFORD LIFE INSURANCE COMPANY
Hartford, Connecticut
Endorsement

Policyholder: DRESS BARN, INC.

Group Policy No.: GLT-674081

Effective Date: August 1, 2001

This endorsement forms a part of your Booklet-certificate which describes the provisions of the group policy specified above.

With respect to All Active Full-time Salaried Store Managers, Your Booklet-certificate is amended as follows:

1. The Eligible Class(es) appearing in the **Schedule of Insurance** of Your Booklet-certificate is amended to read as follows:

Eligible Class(es):	All Active Full-time Salaried Store Managers who are U.S. citizens or U.S. residents, excluding temporary or seasonal Associates

2. The **Maximum Monthly Benefit** appearing in the **Schedule of Insurance** of Your Booklet-certificate is amended to read as follows

   Maximum Monthly Benefit: $2,500

3. The **Eligibility Waiting Period** appearing in the **Schedule of Insurance** of Your Booklet-certificate is amended to read as follows:

   When will you become eligible? (Eligibility Waiting Period)
   You will be eligible for coverage on the first day of the month coincident with or next following the date on which You complete a waiting period of 90 days of continuous service.

   The waiting period will be reduced by the period of time You were an Active Full-time Associate with the Employer under the Prior Plan. The waiting period will be reduced by the period of time You worked as a Part-time Associate for Dress Barn. The waiting period will be reduced by the time You worked as a Contingent Associate for Dress Barn.

   The Elimination Period is the period of time you must be Disabled before benefits become payable. It is the last to be satisfied of the following:
   1. the first 180 consecutive day(s) of any one period of Disability; or
   2. with the exception of benefits required by state law, the expiration of any Employer sponsored short term disability benefits or salary continuation program.

Christine Hayer Repasy, *Secretary*

Thomas M. Marra, *President*